

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
MIRIAM ABER,

Plaintiff,

-against-

AMERICAN SECURITY INSURANCE COMPANY

Defendant.  
-----X

Index No.: 29946/08

Date purchased: 11/3/08

Plaintiff(s) designate(s)

KINGS

County as the place of trial

**SUMMONS**

Plaintiff(s) Reside(s) at:

1037 42<sup>nd</sup> Street

Brooklyn, New York 11219

County of Kings

The basis of venue designated

is: Plaintiff's Residence

To the above named Defendant(s):

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated, the 31<sup>st</sup> day of October, 2008

ABRAHAM, LERNER & ARNOLD, LLP  
Attorneys for Plaintiff

By

Johnathan C. Lerner

292 Madison Avenue, 22<sup>nd</sup> Floor

New York, New York 10017

212-686-4655

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Defendant's Address:

American Security Insurance Company, P.O. Box 50355, Atlanta, Georgia 30302 c/o  
Superintendent of Insurance

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COMPLAINT

The Plaintiff, MIRIAM ABER, by her attorneys, ABRAHAM, LERNER & ARNOLD, LLP, as and for her Complaint, alleges upon information and belief as follows:

1. At all times hereinafter mentioned, plaintiff MIRIAM ABER ("plaintiff") was and still is an individual over the age of eighteen, and a resident and citizen of the State of New York, County of Brooklyn.

2. At all times hereinafter mentioned, defendant AMERICAN SECURITY INSURANCE COMPANY ("defendant") was and still is a foreign corporation, organized and existing under and by virtue of the laws of the State of Delaware, with its principal place of business located in the State of Georgia.

3. At all times hereinafter mentioned, defendant was authorized by the Superintendent of Insurance to issue policies of insurance in the State of New York, including the policy issued to plaintiff herein.

4. At all times hereinafter mentioned, plaintiff was the title owner of the premises located at 1037 42<sup>nd</sup> Street, Brooklyn, New York (hereinafter referred to as "the subject premises").

5. At all times hereinafter mentioned, plaintiff maintained an insurable interest in the subject premises.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

6. Plaintiff repeats, reiterates and realleges each and every allegation set forth in preceding paragraphs numbered "1" through "5," inclusive, with the same force and effect as though more fully set forth herein.

7. Prior to November 6, 2006, for good and valuable consideration, defendant issued to plaintiff a policy of insurance bearing number ALR 07421428173, with effective dates of coverage from May 1, 2006 through May 1, 2007, which policy insured the subject premises against all risks of loss.

8. On or about November 6, 2006, while the aforementioned policy was in full force and effect, the subject premises were damaged by a fire and its effects.

9. Subsequent to November 6, 2006, plaintiff submitted a claim to defendant seeking to be indemnified for the damages sustained to the subject premises.

10. Defendant has failed to indemnify plaintiff for the damages sustained to the subject premises, despite the fact that same has been duly demanded.

12. Defendant's failure to indemnify plaintiff for the damages sustained to the subject premises constitutes a breach of contract.

13. As a result of defendant's breach of contract, plaintiff has been damaged in the sum of at least \$800,000.00, with the precise amount to be determined at the trial of this action.

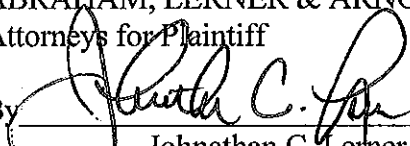
WHEREFORE, plaintiff demands judgment on her First Cause of Action against defendant in the sum of at least \$800,000.00, with the precise amount to be determined at the trial of this action, with interest thereon from November 6, 2006, together with the costs and disbursements of this action, including reasonable attorney's fees.

Dated: New York, New York  
October 31, 2008

Yours, etc.

ABRAHAM, LERNER & ARNOLD, LLP  
Attorneys for Plaintiff

By

  
Johnathan C. Lerner  
292 Madison Avenue, 22<sup>nd</sup> Floor  
New York, New York 10017  
(212) 686-4655

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**SUMMONS & COMPLAINT**

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*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney duly admitted to practice law in the State of New York, certifies that, upon information and belief based upon reasonable inquiry, the contentions contained in the annexed document are not frivolous.*

Dated: October 31, 2008

Signature: \_\_\_\_\_

Print Signer's Name: Johnathan C. Lerner

Service of a copy of the within

J is hereby admitted.

Dated:

.....  
Attorney(s) for

**ABRAHAM, LERNER & ARNOLD, LLP**

Attorneys for Plaintiff  
292 Madison Avenue, 22<sup>nd</sup> Floor  
New York, New York 10017  
(212) 686-4655